

Legal Matters.

NORMAN V. WILLETTS.

THIS was an application for an interim injunction to restrain a qualified nurse from acting in breach of an agreement she had made with the proprietress and lady superintendent of the Nursing Institution, Eastbourne. The defendant engaged with the plaintiff at a salary of £30 a year, £5 for uniform, and 2½ per cent. on earnings, and signed an agreement not to employ herself in nursing "in or near Eastbourne" without consent, on leaving the institution. After four months' stay she left in January last, and went the next day to nurse a patient on her own account at a residence there—General Turner's.

Mr. G. Hastings, Q.C., and Mr. Thompson, for the plaintiff, said the defendant seemed to consider that she had been hardly used; but, if so, her remedy was by action for wrongful dismissal, and not by acting against her agreement to the prejudice of the institution, which might as well give up business altogether if the nurses were allowed to do this.

Mr. Beale, Q.C., and Mr. Whitaker, for the defendant, said she was not aware when she signed the agreement that it would prevent her from earning her livelihood in Eastbourne. She thought the institution was co-operative, for boarding and employment purposes, and had quitted it because she would not pay an exorbitant demand, as he considered (five shillings in the pound), for commission on her earnings. The Court had, in other cases, refused to enforce similar harsh terms, by which persons had unwittingly bound themselves.

His lordship said the agreement, printed as it was, was so plain that "one who ran might read" it, and the defendant, having chosen to sign, was bound by it. An injunction must be granted, restraining her from nursing "in" Eastbourne, not "near," which was not pressed for, but it would be suspended to allow her to finish her present engagement. Seeing the nature of the case, the appointment of an arbitrator to settle the questions in dispute was advisable.

The judgment given in this case is one of great importance to nurses, because it establishes a precedent, the significance of which it would be well that they should appreciate. Once and for all, nurses must understand that if they enter into a signed contract in business they have got to honour their bond. Therefore they must carefully weigh the advantages and disadvantages of connecting themselves with any institution which regulates their future liberty of action. We fear, from a variety of cases to which we

have had lately to allude, that many nurses fail to appreciate the binding nature of a business contract. We have been informed, by numerous lady superintendents of private nursing institutions in the country, that unless the members of their staffs are prohibited from nursing in the district upon their own account, numbers would merely join an institution until they had made a local *clientèle*, when they would sever their connection with the institution, and detach members of the medical profession and the public from its support. In our opinion, if these facts be correct, all private nursing institutions should be conducted on thoroughly co-operative principles, when the interests of the members and the institution would be one.

Matrons in Council.



THE Fourth Annual Convention of the American Superintendents of Training Schools for Nurses met in Baltimore on February 10th. Nearly fifty regular members of the Society were present, and several visitors. The meetings were, as usual, characterised by great interest and earnest purpose. The address of the President, Miss M. Adelaide Nutting, of the Johns Hopkins Hospital, sounded the keynote of high aim and strenuous endeavour which was maintained throughout the session. The papers, though few in number and short, have never been more valuable and interesting. The statistical work which is being done by the Society is of great importance. The summing up of the results shown by the collection of data from schools all over the country, gathered with infinite pains by Miss Walker, in her paper on "The Progress of the Three Years' Course," and by Miss McKechnie on "What has been accomplished in the direction of Uniformity of Teaching," is, on the whole, highly satisfactory. Great interest was shown in the paper on the "Brooklyn Associated Alumnae Registry," by Miss Merritt, describing what is, without a doubt, the most advanced and progressive movement yet made on a large scale by graduate nurses. Miss Kimber's paper on "Trained Nursing for People of Moderate Incomes," outlining in her strong and suggestive way an almost unlimited new field for the energies of the trained nurse; and Mrs. Robb's paper on "The Nursing of Small Hospitals," setting forth clearly, and forcibly all the needs and all the disadvantages

[previous page](#)

[next page](#)